



CFN 2005R0802882
OR Bk 23631 Pgs 4770 - 4774; (5pgs)
RECORDED 08/02/2005 10:51:52
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:
Syzmon Trojecki
3250 NW 36th Court
Miami, FL 33142

(Space Above Reserved for Clerk)

A/7

DECLARATION OF RESTRICTIONS

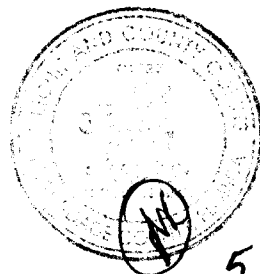
WHEREAS, the undersigned, Century Capital Group, Inc, a Florida company (the "Owner") holds the fee simple title to the land in Miami Dade County, Florida, described in Exhibit "A" attached hereto and made a part hereof, hereinafter called and referred to as the "Property," which is supported by an attorney's opinion of title.

IN ORDER TO ASSURE the **Board of County Commissioners and/or Community Zoning Appeals Board 8** of Miami-Dade County, Florida, that the representations made to them by Owner during consideration of **Public Hearing No. 04-241** will be abided by the Owner, its successors or assigns the Owner freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:

1. Controlling Site Plan: That said Property shall be developed substantially in accordance with the plans previously submitted, prepared by the Orlando Alonso Architects, entitled "Proposed Gas Station, Car Wash and C-Store for: Gables Partnership," dated October 12, 2004, consisting of six (6) sheets (collectively, the "Plan"), as may be modified at the public hearing on the Application, said plan being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement.

2. County Inspection: As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

3. Covenant Running with the Land: This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and its heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and its heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on Miami-Dade County.



4. Term: This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

5. Modification, Amendment, Release: This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all the Property, including joinders of all mortgagees, if any, provided that the same is approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such department or the absence of such director or executive officer by his/her assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment, or release.

6. Enforcement: Enforcement shall be by action against parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of the prevailing party's attorney. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

7. Authorization for Miami-Dade County to withhold Permits and Inspections: In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make inspections or grant any approvals, until such time as this Declaration is complied with.

8. Election of Remedies: All rights, remedies, and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.

9. Presumption of Compliance: Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by Miami-Dade County, and inspections made and approval of occupancy given by the County, then such construction, inspection, and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

10. Severability: Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

11. Recording: This Declaration shall be filed of record in the public records of Miami-Dade County, Florida, at the cost of the Owner following the adoption by the Miami-Dade County Board of Commissioners or Community Zoning Appeals Board of a resolution approving the application.

12. Acceptance of Declaration: Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning, or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance or dedication.

13. Owner: The term Owner shall include the Owner, and its heirs, successors and assigns.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 12th day of May, 2005.

WITNESSES:

[Signature]
Signature

Manuel Gonzalez
Print Name

[Signature]
Signature

Donitila Santiago
Print Name

Century Capital Group, Inc.
A Florida Company

By:

[Signature]
Signature

Syzmon Trojecki, President
Print Name

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 12th day May, 2005 by Syzmon Trojecki, President of Century Capital Group, Inc.. He/She is personally known to me or has produced driver's license as identification.

Witness my signature and official seal this 12th day of May, 2005, in the County and State aforesaid.

My Commission Expires:

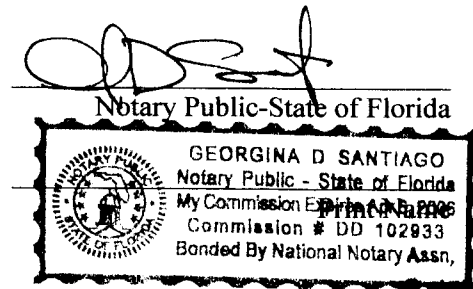


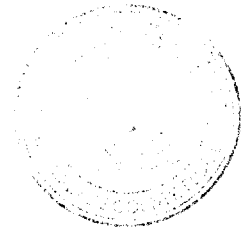
Exhibit "A"

LEGAL DESCRIPTION:

LOT 12, LESS THE SOUTH 15 FEET AND THE EAST 5 FEET FOR THE RIGHT-OF-WAY
AND LOTS 13 AND 14, LESS THE SOUTH 15 FEET FOR THE RIGHT-OF-WAY, BLOCK
13, ACME GULFAIR 2ND ADDITION, PLAT BOOK 44, PAGE 68, MIAMI-DADE COUNTY,
FLORIDA

STATE OF FLORIDA, COUNTY OF DADE
HARVEY RUBIN, Clerk of the Court
By August 2 05

D.C.



Law Offices
BOLAÑOS TRUXTON, P.A.

2121 Ponce de Leon Boulevard
Suite 600
Coral Gables, Florida 33134-5222
Telephone: (305) 567-0424
Facsimile: (305) 567-0423

12800 University Drive
Suite 350
Ft. Myers, Florida 33907
Telephone: (239) 437-5421
Facsimile: (239) 437-5797

Reply to Coral Gables

E-mail: JBolanos@BolanosTruxton.com

May 16, 2005

Miami-Dade County
Planning and Zoning Department
111 N.W. 1st Street
Miami, Florida 33128

Re: Century Capital Group, Inc.

Dear Madam/Sir:

I am an attorney licensed to practice law in the State of Florida and a member in good standing of the Florida Bar. I furnish this opinion to Miami-Dade County as an inducement for its acceptance of a Declaration of Restrictions covering the following real property (the "Property"):

Lots 12, 13 and 14, less the South 15 feet of Lots 12, 13 and 14 and less the East 5 feet of Lot 12, all in Block 13 of ACME Gulfair Second Addition, according to the plat recorded in Plat Book 44, page 68, public records of Miami-Dade County, Florida.

To prepare this opinion, I examined the following policies and reports covering the Property:

(i) Attorneys' Title Insurance Fund, Inc. owner's title insurance policy No. OPM-1587443 having an effective date of March 17, 1999.

(ii) Attorneys' Title Insurance Fund, Inc. Attorney Title Information Data System computer printouts covering the period of time from January 1, 1999 through April 21, 2005 at 11:00 p.m.

Based solely upon my examination of the aforementioned policy and computer printouts, I am of the opinion that as of April 21, 2005 at 11:00 p.m., fee simple title to the Property was vested in and subject to the following:

1. Owner: Century Capital Group, Inc., a Florida corporation
2. Unsatisfied mortgages: None

Miami-Dade County
Planning and Zoning Department
May 16, 2005
Page 2 of 2

3. Recorded construction liens, contract liens or judgments: None

4. General exceptions: Matters which would be disclosed by an accurate survey and visual inspection of the Property, unrecorded construction and other liens which do not appear of record, unrecorded easements and rights of parties in possession.

5. Real property taxes for 2005. All real property taxes through 2004 have been paid.

6. Special exceptions:

(a) Restrictions, conditions, reservations, easements and other matters contained in the plat of Second Addition to ACME Gulfair, as recorded in Plat Book 44, Page 68.

(b) Covenant running with the land in favor of Miami-Dade County recorded June 28, 2001 in Official Records Book 19747, Page 3100.

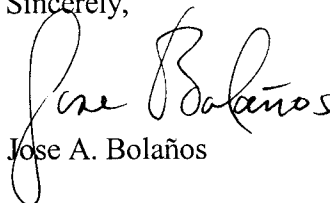
Note: All recording references are to the Public Records of Miami-Dade County, Florida.

Therefore, it is my opinion that the following party must execute the Declaration of Restrictions to make it a valid and binding covenant upon the Property:

Fee simple owner: Century Capital Group, Inc., a Florida corporation

I trust this opinion is adequate for your purpose but call with any questions.

Sincerely,



Jose A. Bolaños

S:\Clients\M. Gonzalez & G. Santiago\Gables Partnership\opinion\title.doc